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13 **UNITED STATES DISTRICT COURT**
14 **DISTRICT OF NEVADA**

15 * * * * *

16 THE HOTEL EMPLOYEES AND
17 RESTAURANT EMPLOYEES
18 INTERNATIONAL UNION WELFARE FUND,
19 by and through its fiduciary Morty Miller;
20 SOUTHERN NEVADA CULINARY AND
21 BARTENDERS PENSION TRUST, by and
22 through its fiduciary Kim Gould; CULINARY &
23 BARTENDERS HOUSING PARTNERSHIP
24 TRUST, by and through its fiduciary Nevada
25 Partners, Inc.,

26 Plaintiffs,

27 vs.

28 LAS VEGAS CLUB HOTEL & CASINO, LLC, a
29 Nevada limited liability company; WESTERN
30 HOTEL & CASINO, LLC, a Nevada limited
31 liability company; PLAYLV GAMING
32 INVESTMENTS, LLC, a Nevada limited liability
33 company,

34 Defendants.

35 CASE NO.: 2:11-cv-1176 KJD-LRL

36 **JUDGMENT BY CONFESSION**

37 Date: N/A

38 Time: N/A

39 Pursuant to the express Stipulation for Entry of Judgment by Confession ("Stipulation")
40 between the parties hereto, it is hereby ORDERED, ADJUDGED AND DECREED that:

41 1. The Hotel Employees and Restaurant Employees International Union Welfare
42 Fund, Southern Nevada Culinary and Bartenders Pension Trust Fund and Culinary & Bartenders
43 Housing Partnership Trust ("Plaintiffs" or "Trusts") shall take Judgment by Confession
44 ("Judgment") against the Defendants, Las Vegas Club Hotel & Casino, LLC ("LVC"), Western
45

1 Hotel & Casino, LLC ("Western") and PlayLV Gaming Investments, LLC ("PlayLV")
2 (collectively hereinafter "Defendants") for the sum of Three Hundred Three Thousand One
3 Hundred Fifty-Four and 20/100 Dollars (\$303,154.20) ("Judgment Amount"), which sum
4 includes unpaid contributions, pre-judgment interest, liquidated damages and attorney's fees.
5 Interest shall accrue on the Judgment amount at the rate of seven percent (7%) per annum.

6 2. The Judgment Amount shall be paid to Plaintiffs as third party beneficiaries under
7 the terms of written collective bargaining agreements between LVC and Western and Culinary
8 Workers Union, Local 226 and Bartenders Union, Local 165. This Judgment includes settlement
9 of all known claims by Plaintiffs for fringe benefit contributions for the period commencing with
10 the May 2010 work month and ending with the August 2010 work month (inclusive), plus
11 interest, liquidated damages and attorney's fees accrued through September 30, 2010. This
12 Judgment is not intended to, and it does not, resolve claims that are as yet unknown to the Trusts,
13 including any claims that may later be revealed by audit. The Trusts specifically reserves all
14 audit rights.

15 3. The entire Judgment Amount including interest on the declining Judgment
16 balance and any after-accruing amounts, shall be paid by Defendants to Plaintiffs according to
17 the terms of two (2) concurrent payment plans, as follows:

18 A. LVC Payment Plan: The sum of \$213,997.67 ("LVC Delinquency"),
19 including interest on the declining Judgment balance and any after-accruing amounts, shall be
20 paid through twelve (12) consecutive monthly installments due on or before the twenty-fifth
21 (25th) day of each month, commencing on October 25, 2010.

22 i. Defendants shall remit payments One (1) through Eleven (11) in
23 the amount of \$18,516.52 each, commencing on or before October 25, 2010 and on the twenty-
24 fifth (25th) day of each month thereafter, each Trust to be paid by separate check, made payable
25 as follows:

26 Check A - HEREIU Welfare Fund - \$15,447.02;

27 Check B - Southern Nevada Culinary & Bartenders Pension Trust - \$2,999.30;

28

1 and

2 Check C - Culinary and Bartenders Housing Partnership Trust - \$70.20.

3 ii. Defendants shall remit payment Twelve (12) in the amount of
4 \$18,516.55 on or before September 25, 2011, each Trust to be paid by separate check, made
5 payable as follows:

6 Check A - HEREIU Welfare Fund - \$15,447.04;

7 Check B - Southern Nevada Culinary & Bartenders Pension Trust - \$2,999.31;
8 and

9 Check C - Culinary and Bartenders Housing Partnership Trust - \$70.20.

10 Subject only to the Defendants' right to cure under paragraph 8, the final payment of all unpaid
11 portions of the LVC Delinquency, in the scheduled amount of \$18,516.55 (which includes
12 interest scheduled to accrue), shall be further increased to include after-accruing attorney's fees
13 incurred by Plaintiffs relating to this Judgment and/or collection of the amounts referenced
14 herein, and shall be paid by Defendants to Plaintiffs on or before September 25, 2011 ("LVC
15 Payment Plan").

16 B. Western Payment Plan: The sum of \$89,156.53 ("Western Delinquency"),
17 including interest on the declining Judgment balance and any after-accruing amounts, shall be
18 paid through twelve (12) consecutive monthly installments due on or before the twenty-fifth
19 (25th) day of each month, commencing on October 25, 2010.

20 i. Defendants shall remit payments One (1) through Eleven (11) in
21 the amount of \$7,714.42 each, commencing on or before October 25, 2010 and on the twenty-
22 fifth (25th) day of each month thereafter, each Trust to be paid by separate check, made payable
23 as follows:

24 Check A - HEREIU Welfare Fund - \$6,471.26;

25 Check B - Southern Nevada Culinary & Bartenders Pension Trust - \$1,215.31;
26 and

27 Check C - Culinary and Bartenders Housing Partnership Trust - \$27.85.

Check A - HEREIU Welfare Fund - \$6,471.30;

Check B - Southern Nevada Culinary & Bartenders Pension Trust - \$1,215.32;
and

Check C - Culinary and Bartenders Housing Partnership Trust - \$27.85.

8 Subject only to the Defendants' right to cure under paragraph 8, the final payment of all unpaid
9 portions of the Western Delinquency, in the scheduled amount of \$7,714.47 (which includes
10 interest scheduled to accrue), shall be further increased to include after-accruing attorney's fees
11 incurred by Plaintiffs relating to this Judgment and/or collection of the amounts referenced
12 herein, and shall be paid by Defendants to Plaintiffs on or before September 25, 2011 ("Western
13 Payment Plan").

14 C. Concurrently herewith, Defendant PlayLV shall execute a separate
15 Stipulation for Entry of Judgment by Confession and separate Judgment by Confession for
16 delinquencies owed to the Plaintiffs by Plaza Hotel & Casino, LLC ("Plaza"), wherein PlayLV
17 shall be obligated under a Plaza Payment Plan, as that term is defined therein. The Plaza, LVC
18 and Western Payment Plans are concurrent obligations and, subject only to Defendants' right to
19 cure under paragraph 8, any failure to submit a payment under the terms of any Payment Plan
20 shall be a default under the entire Judgment.

21 D. Defendants may combine Judgment payments due under each Payment
22 Plan each month to common Funds, resulting in a total of three (3) checks submitted to Plaintiffs
23 each month, one for each Fund (i.e. - all Judgment payment amounts due to the HEREIU
24 Welfare Fund on October 25, 2010 may be combined into one check).

1 while the Judgment Amount is being paid), including any contributions falling due within forty-
2 five (45) days of the final payment of the Judgment Amount. Defendants shall remit monthly
3 reports to the Trusts listing hours worked by their covered employees, and shall submit checks to
4 the Trusts to pay for said hours. The reports and checks shall be delivered to the Plaintiffs or
5 their designee on or before the 15th day of the month following the calendar month in which the
6 covered hours of work listed on the report were performed.

7 F. Upon Plaintiffs' receipt and negotiation of payment of the entire Judgment
8 Amount this obligation will have been satisfied and upon receipt of a request therefor Plaintiffs
9 shall deliver to Defendants a written Release and Satisfaction of Claims.

10 G. The following potential claims are reserved by the Trusts: (i) any claims
11 unrelated to the Judgment Amount, accruing before or after the effective date of this Judgment,
12 including, without limitation, claims by the Trusts for additional contributions and related
13 damages that may be due and owing to the Trusts pursuant to the provisions of any collective
14 bargaining agreement to which Defendants may be bound that requires the payment of
15 contributions to the Trusts; (ii) the obligation of Defendants or any trade or business under
16 common control of the Defendants (to the extent Defendants or any trade or business under
17 common control with the Defendants has any obligation) to pay, and the rights of the Trusts to
18 assess and collect, withdrawal liability pursuant to 29 USC § 1381, et. seq. (including the use of
19 Defendants' contribution history for purposes of calculating any withdrawal liability); and (iii)
20 any additional claims discovered by Audit for any past, present or future Audit period.

21 4. Defendants shall have the right at any time to prepay the entire Judgment balance
22 owed, or any portion thereof, without incurring any prepayment penalty. However, if
23 Defendants make early payments, the interest accruing on the declining Judgment balance
24 (which is already included in the payment amounts required hereunder) shall not be recalculated
25 in Defendants' favor.

26 5. Filing of and execution on the Stipulation and this Judgment shall be stayed
27 through September 25, 2011, provided that payment in full shall have been made by Defendants
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1 in accordance with the terms of this Judgment and subject to the default terms of Paragraph 8.

2 6. The payments toward the Judgment Amount required herein shall be made
3 payable to "HEREIU Welfare Fund", "Southern Nevada Culinary & Bartenders Pension Trust"
4 and "Culinary and Bartenders Housing Partnership Trust", as set forth in Paragraph 3 above, and
5 shall be remitted to Plaintiffs' counsel, Christensen James & Martin, at 7440 W. Sahara Ave.,
6 Las Vegas, NV 89117, or at such other location as Defendants are notified in writing. Should
7 any of Defendants' payments be returned for insufficient funds, all subsequent payments shall be
8 made using cashier's checks or money orders.

9 7. Defendants shall forthwith execute and submit the following documents to
10 Plaintiffs' attorney:

11 A. The Stipulation and this Judgment; and
12 B. The Stipulation for Entry of Judgment by Confession and Judgment by
13 Confession for Plaza Hotel & Casino, LLC.

14 8. Should Defendants fail to satisfy any of the conditions in Paragraphs 2, 3, 6, 7 or
15 8, a written Notice of Default shall immediately be delivered to Play Las Vegas, Attn. Joanne
16 Stinziano, 1 Main Street, Las Vegas, NV 89101. If Defendants thereafter fail to make the
17 required payment(s) or otherwise fail to comply with the conditions of such paragraphs within
18 ten (10) days of the date of such Notice, Plaintiffs shall have the unconditional and immediate
19 right to file the Stipulations and Judgments with the United States District Court, and may
20 execute upon the same for whatever amount then remains due and owing, including after-
21 accruing attorney's fees, without further notice to Defendants or Order from the Court.

22 9. Plaintiffs' Release and Satisfaction of Claims in favor of Defendants shall not be
23 executed nor delivered until all of Defendants' obligations under this Judgment have been fully
24 performed.

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1 10. Defendants have consulted the attorney(s) of their choice and fully understand the
2 obligations and consequences of this Judgment.

3 DATED and done this 21 day of July, 2011.



4 5 6 UNITED STATES DISTRICT COURT JUDGE

7 Approved and Submitted by:

8 CHRISTENSEN JAMES & MARTIN

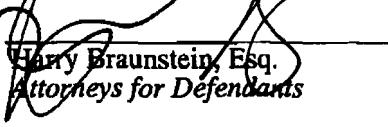
9 By: 

10 Wesley J. Smith, Esq.
11 Attorneys for Plaintiffs

12 Dated: October 25, 2010

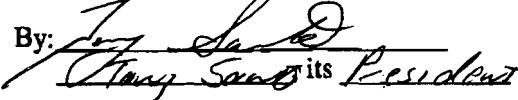
7 Approved as to Form and Content:

8 BRAUNSTEIN TURKISH, LLP

9 By: 

10 Harry Braunstein, Esq.
11 Attorneys for Defendants

12 PLAYLV GAMING INVESTMENTS, LLC,
13 LAS VEGAS CLUB HOTEL & CASINO, LLC
14 and
15 WESTERN HOTEL & CASINO, LLC

16 By: 

17 Dated: October 25, 2010

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QATH AND VERIFICATION

STATE OF NEVADA)
: ss.
COUNTY OF CLARK)

Tony Santo, as President of PlayLV Gaming Investments, LLC, Las Vegas Club Hotel & Casino, LLC and Western Hotel & Casino, LLC, being first duly sworn upon oath, now verifies and declares that:

1. Entry of this Judgment by Confession, according to its provisions, is duly authorized; and

2. The monies due and owing and the basis for said Judgment are accurately set forth in the Stipulation and this Judgment.

Further you affiant sayeth naught.

as President of PlayLV Gaming Investments, LLC, Las Vegas Club Hotel & Casino, LLC and Western Hotel & Casino, LLC

Subscribed and Sworn before me
this 25th day of October, 2010.

Stephanie J. Lantz
Notary Public

